

QA#39331

July 15, 1998

Docket Clerk  
U.S. DOT Dockets, Room PL-401  
400 Seventh Street, SW  
Washington, D.C. 20590-0001

Re: Docket No. FHWA-97-2979-33

Dear Sir or Madam:

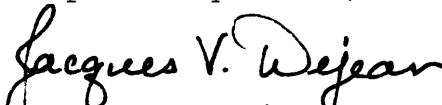
Nearly two years ago, we had contracted the services of Central Transportation Systems - United Van Lines (Houston, TX) to relocate our household goods from our home in Texas to South Florida. Unexpectedly, our experience in dealing with them was that they were most deceptive, and, as a result, our attempts to resolve our subsequent claims were aborted.

As the Federal Highway Administration (FHWA) is in the process of developing new rules and regulations governing the household goods moving industry, I thank you for the opportunity to submit my comments regarding this matter. To illustrate the ordeal which we experienced, I am enclosing reprints of our correspondences with United Van Lines.

I extend my thanks and appreciation to the Office of the Attorney General, State of Missouri, for their support in helping us to resolve our consumer complaint with United Van Lines, as well as, for informing us of this governmental review of the motor carrier industry.

I thank you for the opportunity to contribute to the process of improving the household goods moving industry for the benefit of all Americans. Should any additional information be required, I can be reached at (954) 796-9823 (evening) or (561) 739-3966 (daytime).

Respectfully Yours,

  
Jacques V. Dejean

cc: Mr. Ron Bockenkamp, Investigator  
Office of the Attorney General  
State of Missouri

attachments:

- letter of 5/27/97 to Mrs. Bernita Cogo  
United Van Lines
- letter of 3/10/98 to Mr. Bob Baer, President  
United Van Lines
- letter of 4/25/98 to Mr. Bob Baer, President  
United Van Lines

Docket No: FHWA-97-2979

May 27th, 1997

DEPT. OF TRANSPORTATION  
DOCKET SECTION  
98 JUL 31 PM 3:05

Mrs. Bernita Cogo  
Customer Service  
United Van Lines  
1 United Drive  
Fenton, Missouri 63026

Dear Mrs. Cogo:

This letter is written with the purpose of resolving the entire matter regarding our contract with Central Transportation Systems.- United Van Lines (CTS). The agreement between CTS and I was to move our belongings from Houston, Texas to Fort Lauderdale, Florida. We are writing to the Head Office of United Van Lines because our attempts to settle this matter with Central Transportation have been frustrated.

Our belongings were picked up at the point of origin on January 2nd and delivery to our destination was promised between January 11th and January 13th. We made several attempts to track our belongings. Our calls were either ignored or the response from CTS was extremely tardy. At one point we were told that the driver of the truck could not be located and so no one could tell us where our belongings were. We were also informed that delivery certainly would not take place by the agreed upon date. Finally, we were told that our belongings were en route; however, through negligence on the part of CTS, no one bothered to also put our car on the Carrier. Our car, we were told, had been left in Houston. It was only through more phone calls, and at our request that we were informed that CTS would reimburse us for renting a car from January 15th until our car was delivered to us. Note that our delivery date was scheduled for January 13th.

To make matters worse, on January 19th, someone called and left a message with a third party at my place of employment, to say that our belongings were now in Florida and were in storage. We had called CTS to inquire about their storage facilities and the costs involved. We had not requested that our belongings be put in storage and we certainly did not authorize anyone at CTS to place our belongings in storage. They are bordering on slander when they have the audacity to accuse us of lying about our intent to store our shipment with CTS. (See copy of January 31st letter from Mr. Cagle). CTS is not the only one that handles storage! We also checked with other storage facilities in an effort to choose the best storage facility in the event that we would need such services. Furthermore, who in their right mind would move to a new city and have their personal belongings stored over an hour away. It is not the concern of CTS as to our original intent! Their concern should be that we had an agreement and they broke that Contract.

My family and I have been severely inconvenienced. We provided at least three telephone numbers at which CTS could contact us. We were never contacted directly regarding the decision to store our belongings in West Palm Beach.

There are a list of items which were damaged and could not be available to be inspected by The Repair Shop. Unfortunately, we were living in a house that was inappropriate for my family and were forced to move out, as was explained to Mr. Cagle on the telephone. I appreciated the promptness in which he handled our request. However, The Repair Shop failed to keep their first appointment and **we had** to move. We will provide the photographs of those items for compensation, as suggested by The Repair Shop.

We are requesting that Central Transportation Systems - United Van Lines reimburse **my** family and I for any and all fees incurred in the storage of our belongings in West Palm Beach (see copy attached with the total of \$1,043.99); that we be reimbursed for the items previously claimed in the amount of \$460.00 (see copies attached); and, that we be further reimbursed for the damaged items that will be photographed. We further request a letter of apology be written to my family and I for the undue hardship sustained by our involvement with CTS-United Van Lines.

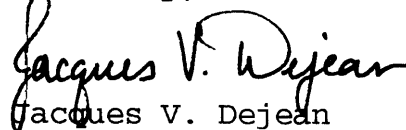
We have contacted the Attorney General's Office in Florida which has encouraged us to vigorously pursue our claim to satisfaction. We have also been in contact with the Commissioner for Florida Department of Agriculture and Consumer Services Office which assists consumers in our predicament. My employer has advised me that if this is not resolved in a just manner, they are willing to withdraw any and all business with United Van Lines. We want to be able to use and to recommend United Van Lines in the future.

We look forward to your resolving this whole matter satisfactorily and promptly.

Our available phone numbers are:

work: (561) 241-9400 ext.1457  
home: (954) 796-9823

Sincerely,

  
Jacques V. Dejean

# Docket No: FHWA-97-2979

## Attachment

9088 West Atlantic Boulevard  
Apt 531  
Coral Springs, Fl. 33071  
March 10th, 1998

Mr. Bob Baer  
President  
United Van Lines  
P.O. Box 26150  
Fenton, Missouri 63026-1350

Re: Claim no. 364-1-7

Dear Mr. Baer:

I write you this letter because I believe that you have the authority to resolve this matter between Central Transportation Systems/United Van Lines (CTS) and my family. We have many attempts to resolve this claim with your Company but our efforts have been repeatedly frustrated.

Please allow me to provide a brief outline of the events concerning the claim in question:

January 1997	Contracted with CTS in Houston to move our belongings from The Woodlands, Texas to Fort Lauderdale, Florida.  Various calls to CTS; CTS unable to locate driver or belongings; Car not shipped - left in Houston; Calls to determine storage fees.  Message relayed through third party that belongings were placed in storage in West Palm Beach without our permission.
March 1997	Belongings delivered; Claim filed; Various calls to CTS and United Van Lines - Fenton.
May 1997	Letter to Ms. Bernita Cogo, Customer Service; Various calls to Missouri.
July 1997	Various calls to Missouri; File being reviewed by Ms. Jennifer Wilson
November 1997	File turned over to Mr. Anthony Taylor, Claims; More calls to Missouri
December 1997	More calls to Missouri; Mr. Terry Strahan calls with settlement offer.

As you review our file, you will see that we are determined to resolve this entire matter. Our phone inquiries to the various persons handling

this case on many occasions went unanswered. In speaking with Mr. Terry Strahan, we thought this ordeal would finally end. He informed us that United was prepared to offer us a settlement amount of \$1,060.00. As he was eager for a decision, I suggested to him that I needed to give it some thought. After a period of prayer and discussions, I called Mr. Strahan to accept his offer of \$1,060.00; however, he mentioned that I did not need to sign a release form prior to the check being issued. Needless to say, I called Mr. Strahan three weeks after our earlier phone conversation to determine if the check was indeed sent. It is now nearly three months since the check was supposedly issued and we have yet to receive it.

My family and I are appalled at the lack of professionalism which Central Transportation Systems and The United Van Lines Claims Adjustment Department have demonstrated. We feel deceived and are saddened that a well-known organization should treat customers in a condescending manner. We appeal to you because we believe that you are able to do what is right for at least one customer.

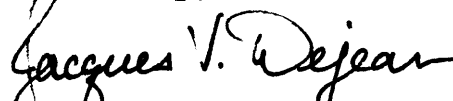
To satisfy this claim, we request the following:

1. A letter of apology from the President of United Van Lines;
2. A settlement total of \$3,143.99

+ damaged goods	- \$1500.00
+ storage fees	- \$1043.99
+ Laundry fees	- \$ 600.00

I thank you, in advance, for handling this whole matter with the utmost integrity. My available telephone numbers are: (561) 241-9400 ext. 1457 - work; (954) 796-9823 - home.

Sincerely,

  
Jacques V. Dejean

cc: Mr. Tim Baer, Vice-President, United Van Lines  
Mr. Dave Bengston, Director, United Van Lines  
Mr. Terry Strahan, Adjuster, United Van Lines

Mr. Dan Morales, Attorney General  
Office of the Attorney General,  
State of Texas

Mr. Bob Crawford, Commissioner  
State of Florida  
Department of Agriculture and Consumer Services

Office of the Attorney General  
Consumer Division  
State of Missouri

Attachment Docket No: FHWA-97-2979

April 25, 1998

Mr. Robert Baer, President  
United Van Lines, Inc.  
One United Drive  
Fenton, MO 63026-1542

Re: Order no. 364-1-7

Dear Mr. Baer:

I thank you for the prompt response to our letter to you.

In Mr. Strahan's letter to us, he states:

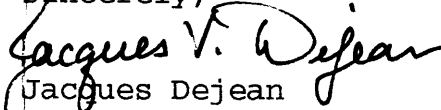
*On or about December 5, 1997, this check was mailed to you at the address on the signed claim form, or 3 731 NW 110th Avenue, Coral Springs, Florida 33065. I note your letter of March 10, 1998 contains a new address in Coral Springs, Florida. In as much as we do not have an exact date when you relocated to this address, and the post office has not returned our previously submitted check to us, I never was aware that you did not receive our check.*

It is such a discredit to the integrity of your organization that Mr. Strahan should have overlooked our correspondences to Ms. Bernita Cogo, and the subsequent response letter from Ms. Jennifer Wilson. All of which indicate that our present address has been in effect since **March 18, 1997.**

We are in receipt of check no. 770312 in the amount of \$1,060.00, which settles the personal items claimed, and we have accepted that check. This payment, however, does not cover our claim for the additional \$2,000.00 in storage fees and cost of laundry. We do not find it satisfactory to forward our claim to Customer Service. We have been waiting for over a year now to have this matter settled.

Needless to say, we await your response to resolving the matter of the storage and laundry fees, as well as a letter of apology from you. Should you have questions, please contact me at 561-739-3966 during daytime hours.

Sincerely,

  
Jacques Dejean

cc: Mr. Tim Baer, Vice-President, Claims Department  
Mr. Dave Bengston, Director, Claims Department

Office of the Attorney General  
Consumer Protection Division  
State of Missouri

Office of the Attorney General  
Consumer Protection Division  
State of Texas

Department of Agriculture and Consumer Services  
State of Florida

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DOCKET SECTION  
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